

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

JACQUELINE M. TEMPLIN,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,
(Policy No.: 046 2849-D14-02D),

Defendant.

Original Received
JAN 16 2014
Clerk of the Trial Courts
Case No.: 3AN-14-04465 CI

COMPLAINT

COMES NOW Plaintiff, Jacqueline M. Templin, by and through her attorneys, PENTLARGE LAW GROUP, and for her Complaint against the Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; Policy Number 046 2849-D14-02D, (hereinafter "State Farm"), states and alleges as follows:

1. That at all times pertinent hereto Plaintiff was and is a resident of the state of Alaska.
2. That at all times pertinent hereto Defendant State Farm did business in the state of Alaska and provided motor vehicle insurance to Jacqueline Templin.
3. That on or about January 30, 2012, a negligent driver drove her vehicle into Plaintiff's vehicle causing plaintiff physical injury, property damage and other related general and special damages.

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4. That the negligent driver was uninsured at the time of the collision.
5. That the negligent driver's vehicle was uninsured at the time of the collision.
6. That at the time of the January 30, 2012 motor vehicle accident Plaintiff was insured by State Farm for uninsured motorist (hereinafter "UM") coverage in the amount of \$100,000.00 per person.
7. That the negligent driver was an uninsured motorist on January 30, 2012 pursuant to the language of Plaintiff's State Farm insurance policy.
8. That Defendant required Plaintiff to file a lawsuit against State Farm within two years of the January 30, 2012 motor vehicle accident in order to preserve her right to pursue a UM claim on her State Farm policy.
9. That pursuant to Plaintiff's UM coverage State Farm contractually obligated itself to pay Plaintiff for damages for bodily injury caused by an accident which the insured was legally entitled to recover from the owner or operator of an uninsured motor vehicle.
10. That the uninsured motorist caused a collision involving property damage to the vehicles involved and caused physical injury to Plaintiff and the medical records of the Plaintiff are relevant to this case and must be produced in the Initial Disclosures as well as all photographs of the vehicle and all property damage estimates of the vehicles and evidence of property damage adjustment.
11. That the uninsured motorist was 100% at fault for causing the January 30, 2012 motor vehicle accident.
12. That the Plaintiff was not comparatively negligent in the January 30, 2012 motor vehicle accident or her resulting physical injuries and conditions.

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13. That January 30, 2012 motor vehicle accident was the proximate cause for and/or a substantial factor in Plaintiff's injuries and need for medical treatment and that the medical treatment and expenses incurred by Plaintiff following the January 30, 2012 accident were both reasonable and necessary.

14. That Plaintiff did not fail to mitigate her damages following the January 30, 2012 motor vehicle accident.

15. That Defendant is contractually liable for past and/or future medical expenses, pain, suffering, disability, lost wages, loss of capacity for enjoyment of life, inconvenience, physical impairment, nonmarket household services, and other non-pecuniary damages to be more fully set forth at trial, all in an amount in excess of \$100,000.00, the exact amount to be set by the trier of fact.

WHEREFORE, having stated her Complaint Plaintiff prays for judgment against the Defendant as follows:

1. For general and special damages for Plaintiff in an amount in excess of \$100,000.00, the exact amount to be proven at trial;
2. For pre-judgment and post-judgment interest at the maximum rate allowable by law;
3. For Plaintiff's costs and attorney's fees incurred in pursuing this action; and

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4. For such other and further relief as the court may deem just and equitable in the premises.

DATED this 17 day of January, 2014 at Anchorage, Alaska.

PENTLARGE LAW GROUP
Attorneys for Plaintiff


Robert J. Jurasek

Alaska Bar No.: 9111071

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